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9 **UNITED STATES DISTRICT COURT**
10 **DISTRICT OF NEVADA**

11 HOLIDAY SYSTEMS INTERNATIONAL OF
NEVADA, d/b/a HOLIDAY SYSTEMS
12 INTERNATIONAL, a Nevada corporation,

13 Plaintiff,

14 v.

15 VIVARELLI, SCHWARZ AND ASSOCIATES,
S.A. de C.V., a Mexican corporation; RESORT
16 SOLUTIONS INC., a Virginia corporation;
ROYAL ELITE VACATIONS, LLC, a Virginia
17 limited liability company; ROYALE ELITE
EXCHANGES LLC, a Virginia limited liability
18 company; and AARON SCHWARZ, an
individual,

19 Defendants.

CASE NO.: 2:10-cv-00471-MMD-(GWF)
PERMANENT INJUNCTION
AGAINST DEFENDANT VIVARELLI,
SCHWARZ AND ASSOCIATES, S.A.
DE C.V.

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21 THIS MATTER having come before the Court on Plaintiff Holiday Systems International
22 of Nevada's ("HSI") Application for Default Judgment Against Defendant Vivarelli, Schwarz
23 and Associates, S.A. de C.V. (the "Application"), and the Court having been fully apprised
24 regarding the Application, it is thereby ORDERED, ADJUDGED and DECREED that,

25 Defendant VIVARELLI, SCHWARZ AND ASSOCIATES, S.A. de C.V. ("VSA") is
26 hereby PERMANENTLY RESTRAINED and ENJOINED in the following manner pursuant to
27 15 U.S.C. § 1116:

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1 1. VSA, and any and all of its managers, members, officers, directors, shareholders,
2 agents, servants, employees, attorneys, partners, or any other persons or entities acting for, with,
3 by, through or under VSA, is and are enjoined and restrained from:

- 4 a. directly or indirectly infringing the mark CASH EXCHANGE (the “HSI
5 Mark”) by marketing, offering, selling, disposing of, licensing, leasing,
6 transferring, displaying, advertising, reproducing, exhibiting, exploiting or
7 causing the marketing, offering, selling, disposing, licensing, leasing,
8 transferring, displaying, advertising, reproducing, exhibiting, exploiting,
9 developing or manufacturing, or linking of, any goods or services derived
10 from, bearing, including, or in association with, the HSI Mark, or
11 ordering, directing, participating or assisting in any such activities;
- 12 b. using in any manner the HSI Mark, or any term or terms likely to cause
13 confusion therewith, in association with any Internet domain names and/or
14 webpages accessible through any Internet domain names (collectively
15 hereinafter, “Infringing Webpages”), and any and all variants thereof,
16 including, without limitation, as a domain name, directory name, or other
17 such computer address, as the name of a website, in buried code or
18 metatags, and/or on any of VSA’s websites or other Infringing Webpages,
19 or in connection with the retrieval of data or information with respect to
20 VSA’s goods or services, or in connection with the advertising or
21 promotion of VSA’s goods, services or websites, or ordering, directing,
22 participating or assisting in any such use, or linking to and from any such
23 Infringing Webpages; and
- 24 c. registering any domain name embodying in any manner and to any extent
25 the HSI Mark or facilitating the sale or registration of any such domain
26 name, or offering for sale or registration any such domain name, or
27 ordering, directing, participating or assisting in any such use;

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1 2. VSA is hereby directed to preserve, retain and deliver to HSI's counsel, in hard
2 copies or electronic copies: (a) all evidence and documentation relating in any way to VSA's use
3 of a name or mark that infringes the HSI Mark, in any form, including, without limitation, all
4 evidence and documentation relating to any Infringing Webpages, or any other webpages or
5 services where VSA has used such names or marks; (b) all such evidence and documentation
6 relating to the names and addresses (electronic mail or otherwise) of any person with whom VSA
7 has communicated regarding VSA's use of any name or mark that infringes the HSI Mark, in any
8 form, including, but not limited to, any Infringing Webpages, or any other webpages or services
9 where VSA has used such names or marks; and (c) all financial evidence and documentation
10 relating to VSA's websites, services or products, or advertising, which appear or are offered on
11 or through VSA's websites, including, but not limited to, any Infringing Webpages, which are
12 related in any way to VSA's uses of a name or mark that infringes the HSI Mark;

13 3. VSA is hereby directed to file with this Court, and to serve upon HSI's counsel,
14 within thirty (30) days after entry against VSA of the injunctive relief set forth herein, a report in
15 writing under oath setting forth in detail the manner and form in which VSA has complied with
16 said injunctive relief, pursuant to 15 U.S.C. § 1116(a);.

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18 IT IS SO ORDERED.

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21 MIRANDA M. DU
22 UNITED STATES DISTRICT JUDGE

23 DATED: January 17, 2014
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